



ROBERT RYANS
Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

June 24, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO ACCEPT AND ALLOCATE FY 2003-2004 WORKFORCE INVESTMENT ACT DISLOCATED WORKER RAPID RESPONSE FUNDS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS) or his designee, to accept up to \$1.6 million in Fiscal Year (FY) 2003-2004 Workforce Investment Act, 25% Dislocated Worker Rapid Response (RR) funds from the State of California Employment Development Department (EDD) and to execute all required documents with EDD, for the administration and delivery of RR services for businesses facing downsizing, layoffs or plant closures.
2. Authorize the Director of CSS, or his designee, to execute contract amendments in substantially similar form to Attachment A, effective the date of Board approval through June 30, 2004, with the existing vendors listed in Attachment B, after County Counsel approval, for the provision of required RR activities. The Contract costs are fully financed using WIA 25% Dislocated Worker RR funding.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The County of Los Angeles has been designated by the State as a Workforce Investment Area for the purpose of administering and operating employment and training programs such as Rapid Response. The Rapid Response program provides immediate services to dislocated workers such as job search activities and readjustment workshops. Under the WIA, local areas are encouraged to enhance the services available to the business community by developing layoff aversion strategies, overseeing incumbent worker training, and developing linkages with economic development activities to assist distressed businesses and keep those private sector companies within their respective communities.

The recommended actions will allow CSS to continue administering the Rapid Response program through June 30, 2004.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal 1: Service Excellence.

FISCAL IMPACT/FINANCING

The \$1.6 million in WIA 25% Dislocated Worker RR funds represents anticipated formula funds to Los Angeles County for FY 2003-2004, which will support RR services and administrative and staffing costs. Budgeted categories are as follows:

FUNDING CATEGORIES	BUDGETED AMOUNT
Vendors	\$244,154
Special Business Needs	\$232,000
CSS Program Activities	\$963,846
CSS Administration	\$160,000
TOTAL	\$1,600,000

There is no impact on the County General Fund. Funding has been included in the Department's FY 2003-2004 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Operation of the RR program will meet the County's obligation under the subgrant agreement with the State. Under the California Worker Adjustment Retraining Act (WARN), employers must provide 60-day notice of impending plant closure, layoff or relocation. In addition to providing notification to affected employees and the State dislocated worker unit, employers must also notify the Local Workforce Investment Board. Current services provided under this law include WIA orientations provided by in-house staff to advise dislocated workers how to access services available through the One-Stop system. Outplacement workshops are also provided to employees of companies facing closure or mass layoff. These services are provided by CSS vendors and include Career transition, resume preparation, job search techniques, interview skills and financial planning. These services are provided in a group setting

Vendors

A total of up to \$244,154 in WIA 25% Dislocated Worker RR funds has been set aside for the payment of vendor agencies. Current RR vendors will continue through June 30, 2004 and be reimbursed on an as-needed basis for workshops, seminars, and business services based upon negotiated hourly rates. This action will assure no lapse in service.

An RFQ for the solicitation of new RR vendors will be released by CSS during the next FY in order to establish a new RR vendor list for FY 2004-2005. Contracts awarded through this process will be forwarded to your Board for approval. The use of the existing list of vendors procured for 2000-2003 allows for the release of an RFQ and selection of additional/new providers for services rendered commencing July 1, 2004.

Special Business Needs

Up to \$232,000 in WIA 25% Dislocated Worker RR funds has been set aside for the purpose of addressing special business needs. These specific services include, but are not limited to: outreach to businesses, development of linkages with economic development agencies, securing labor market information surveys and entering into collaborative working relationships with economic development organizations, Chambers of Commerce, rotaries and business associations.

An RFP for the solicitation of Special Business Needs contractors will be released in accordance with County policy during the next FY. Contracts awarded through this process will be forwarded to your Board for approval.

Administration and Program Activities

A total of up to \$1,123,846 in WIA 25% Dislocated Worker RR funds has been set-aside for the purpose of program administration and activities including the development of layoff aversion strategies, oversight of incumbent worker training, leveraging of limited resources with other organizations and assisting distressed businesses by helping to stabilize their operations and keep private sector companies within their respective communities.

The Honorable Board of Supervisors
June 24, 2003
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The Workforce Investment Board (WIB) approved the extension of contracts and related documents for RR vendors and Special Business Needs providers at their meeting of April 10, 2003.

CONTRACTING PROCESS

CSS will utilize the existing list of approved vendors, as listed in Attachment B. Following the RFP/RFQ process, vendors and Special Business Needs contractors will be recommended to your Board for approval. The Standard Terms and Conditions pursuant to this contract have been amended in accordance with Board mandated requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow for the continued provision of Rapid Response services for FY 2003-2004 in order to assist businesses in distress and to ensure retention of private sector jobs within Los Angeles County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Robert Ryans', written over a horizontal line.

ROBERT RYANS
Director

Attachments (3)

c: David E. Janssen
Lloyd W. Pellman
Violet Varona-Lukens
J. Tyler McCauley

Contract # _____
Amendment _____

**COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT DISLOCATED WORKER
RAPID RESPONSE AMENDMENT**

THIS AMENDMENT is made and entered into this _____ day of _____, 200_,
by and between the **COUNTY OF LOS ANGELES, COMMUNITY AND SENIOR
SERVICES**, hereinafter referred to as "CSS" and _____, hereinafter
referred to as "Contractor".

RECITALS

WHEREAS, the parties hereto have previously entered into a Contract on _____
pursuant to the Workforce Investment Act 25% Dislocated
Worker Rapid Response Program to provide rapid response services to workers
and businesses which experience layoff due to downsizing or plant closure.

WHEREAS, the parties hereto desire to amend said Contract and its Exhibits in
accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

- I. **SECTION 3. COUNTY OBLIGATIONS** is amended in its entirety as follows:
The County agrees to reimburse CONTRACTOR for provision of services identified in the Statement of Work/Mandated Program Requirements (Exhibit B) in accordance with relevant invoicing policies and procedures set forth in the CONTRACT during the term of this CONTRACT.
- II. **SECTION 4. TERM** is extended in its entirety by the following:
This Contract shall be from the period beginning _____. All services shall be completed no later than _____ and all invoices shall be submitted to the County in accordance with CSS fiscal invoicing policy.
- III. The following EXHIBIT DOCUMENTS are hereby amended by adding new/revised documents, which are attached hereto, and which will reflect the time extension and/or increase in services, as applicable:
 - (1) Standard Terms and Conditions (Exhibit A)
 - (2) Statement of Work (Exhibit B)

III. Except as expressly modified by this Amendment, the unaffected term and conditions of the original contract shall remain valid, binding, and enforceable against the parties.

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Workforce Investment Area, have caused this Amendment to be executed on their behalf by their duly authorized representative. The person signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By: _____
ROBERT RYANS, Director
Community and Senior Services

Approved as to Form:

LLOYD W. PELLMAN

By: _____
Deputy

CONTRACTOR:

By: _____
(Signature)

(Print or Type Name)

(Title)

LOS ANGELES COUNTY

COMMUNITY AND SENIOR SERVICES

WORKFORCE INVESTMENT ACT
RAPID RESPONSE BUSINESS SERVICES
VENDOR CONTRACT

STANDARD TERMS AND CONDITIONS

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STANDARD TERMS AND CONDITIONS
[WORKFORCE INVESTMENT ACT RAPID RESPONSE VENDOR]

- § 100. **DEFINITIONS.** For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Workforce Investment Act (Public Law 105-220 29 USC § 1501, et seq.), as amended, or implementing regulations.
- § 101. The Workforce Investment Act (Public Law 105-220 29 USC § 1501, et seq.) will be referred to as “WIA”.
- § 102. “**Contractor**” shall mean the agency receiving funds through this Contract.
- § 103. “**DCSS**” shall mean the County of Los Angeles Department of Community and Senior Services.
- § 104. The Director of the Community and Senior Services shall be referred to as the **County Project Director**.
- § 105. “**County**” shall mean the County of Los Angeles.
- § 106. “**Contract**” shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the main document and all exhibits referenced thereto within the Contract.
- § 107. “**DOL**” shall mean the United States Department of Labor, including without limitation, its Employment and Training Division and other divisions and units administering the Act.
- § 108. “**EDD**” shall mean the Employment Development Department of the State of California, including its Employment and Training Division and other divisions and units administering the Act.
- § 109. “**Employment & Training Director**” shall mean the Employment and Training Director of the County of Los Angeles.
- § 110. “**WIB**” shall mean the Workforce Investment Board of the County of Los Angeles, organized and existing pursuant to the Act.
- §200. **ASSURANCES/CERTIFICATIONS.** The Contractor provides the following assurances and certifications, and agrees to the following terms:
- § 201. **Legal Authority.** (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor governing body, authorizing receipt of WIA/RR funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the WIA specified and to provide such additional information as

may be required by the County, State, or any agency of the federal government, as applicable.

(b) The Contractor represents and warrants that its signatory to this Contract is fully authorized to obligate or otherwise bind the Contractor.

§202. Compliance with Laws. (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the WIA regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review the Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirement.

(b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this contract are incorporated by this reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

(c) The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

- (1) California Welfare & Institutions Code (WIC);
- (2) California Department of Social Services (CDSS) Manual of Policies and Procedures;
- (3) Social Security Act;
- (4) State Energy and Efficiency Plan (Title 24, California Administrative Code);
- (5) Clean Air Act (Section 306, 42 USC 1857 (h));
- (6) Clean Water Act (Section 508, 33 USC 1368);
- (7) Equal Employment Opportunity (EEO) (Executive Order 11246, amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR Part 60); and
- (8) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

§ 203. Nondiscrimination in Services. (a) The Contractor certifies that the Contractor and all persons employed by Contractor, its affiliates, subsidiaries or holding companies, if any, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under this Contract. For the purpose of this **§203**, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(b) If the County finds that any of nondiscrimination provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this Contract. While the County retains the right to determine independently that the anti-discrimination provisions of this Contract have been violated, any determination by the State Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that the Contractor has violated State or federal anti-discrimination laws or regulations shall also constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

§ 204. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) The Contractor assures and certifies that all persons employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State as they now exist or may hereafter be amended.

(b) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, national origin, condition of physical or mental disability, marital status or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Contractor hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000e through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

(d) To the extent applicable, Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable anti-discrimination laws

and regulations of the United States and the State as they now exist or may hereafter be amended.

(e) Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the Director.

(f) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

(g) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of Ten Thousand Dollars (\$10,000) pursuant to California *Civil Code* Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

§ 205. Wage and Hour Laws. The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

§ 206. Safety and Working Conditions. Applicable local, State and federal health and safety standards shall be observed. If a participant or Contractor employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 *et seq.*) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 *et seq.*), Contractor assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

§ 207. Employment Eligibility Verification. (a) The Contractor warrants and certifies that it fully complies with all federal, state and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the contract are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.

- (b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this contract, in accordance with applicable provisions of law.

§ 208. Drug Free Workplace Compliance. The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code § 8350 et seq.*), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

§ 209. Selective Service Compliance. The Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service act (50 USC Appx. §§ 451 *et seq.*) and other eligibility requirements applicable to the program under which the Participant is enrolled.

§ 210. Warranty of Adherence to County's Child Support Compliance Program. (a) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- (b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to *Code of Civil Procedure* Section 706.031 and *Family Code* Section 5246(b).

§ 211. Acknowledgment of County's Commitment to Child Support Enforcement. The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney and/or Department of Child Support Services will supply the Contractor with the poster to be used.

§ 212. Conflict of Interest/Contracts Prohibited. (a) The Contractor represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor, or shall have any direct or indirect financial interest in this Agreement.

(b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Agreement or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of services provided under this Agreement or share in the profits of Contractor earned for a period of one year from the date he/she separated from County employment.

(c) The Contractor agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interests of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) the participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County of Los Angeles, the State of California, or the federal government. Contractor certifies that such standards shall be adopted and implemented prior to execution of this Agreement.

(d) Contractor shall provide training of its standards of ethical conduct to all of its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.

(e) The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its officers, employees and agents of this section.

§ 213. Lobbying. (a) The Contractor certifies that no funds, materials, property or services provided directly or indirectly under the terms of this contract shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) The Contractor certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which County may immediately terminate or suspend this contract.

§ 214. County Layoffs. Should the Contractor require additional or replacement personnel after the effective date of this contract, the Contractor agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this contract.

§ 215.GAIN/GROW Program Participants. Should the Contractor require additional or replacement personnel after the effective date of this contract, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

§ 216. Debarment and Suspension. (a) The Contractor certifies that it has not been subject to debarment and suspension under any federal (29 CFR Part 98), State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by Contractor.

(b) **Responsible Contractor.** A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Contractor is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

(d) **Non-Responsible Contractor.** The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the

Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors.** This § ____ shall also apply to subcontractors of County contractors.

§ 217. Nepotism. The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this Section, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 218. Administrative and Personnel Procedures. Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(a) Contractor financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). Contractor shall also adhere to applicable requirements of OMB Circular A-128 and A-133.

(b) Contractor personnel policy, which incorporates due process protection of standard personnel procedures, and which the Contractor agrees to abide by in the performance of this contract .

§ 219. Other Agreements. (a) A copy of any agreements between the Contractor and other public or private organizations which directly impact activities funded under this contract shall be kept on file at the Contractor's offices and shall be provided to the County upon request. The Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.

(b) The Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this contract.

§ 220. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this contract, the Contractor certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice 1015*.

§ 221. Activities Prohibited. The Contractor certifies that:

(a) No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

(b) No participant shall be employed or job opening filled: (1) when any other Individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the [WIA].

§ 222. Cost-of-Living Adjustments. Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of execution of this contract, the Contractor agrees to restrict cost-of-living adjustments (COLAs) to its employees during the term of this contract to the lesser of (a) the average salary cost-of-living adjustment granted to County employees by the Board of Supervisors as of April 1st of the prior year, or (b) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the Contractor and its employees shall also experience no COLAs.

§ 223. Limitation on Corporate Acts. The Contractor shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing contract, or take any other steps which may materially affect the performance of this contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

§ 224. Contractor's Acknowledgment of Recycled-Content Paper Use. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

§ 225. Sectarian Activities. Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the Constitution, regarding separation of church and state.

§ 226. Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If

improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

§ 227. Compliance with Tax Regulations. Contractor certifies that this contractor has: (1) paid all Federal and State payroll taxes through the end of the calendar quarter preceding the date of the contract; (2) made all tax deposits required by Federal and State laws through the month preceding the date of the contract; (3) Complied with all the rules and regulations of the Federal and State Employer Tax Guide (W-2 and W-4); and (4) Complied with all payroll tax rules and regulations of the State of California.

§ 228. General Grievance Procedures. (a) Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after the Contract's effective date, the Contractor shall provide the COUNTY with the Contractor's policy for receiving, investigating and responding to user complaints.

(b) If, at any time, the Contractor wishes to change their user complaint policy, the Contractor shall submit changes to the COUNTY.

(c) The Contractor shall preliminarily investigate all user complaints and notify the COUNTY of the status of the investigation within five (5) business days of receiving the complaint.

(d) When user complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

(e) Copies of all written complaint responses shall be sent to the COUNTY five (5) business days of mailing to the complainant.

§ 229. Compliance with Jury Service Program. (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) **Written Employee Jury Service Policy.**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall received from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy

may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

§ 300. INDEPENDENT CONTRACTOR.

§ 301. Independent Contractor. The Contractor shall at all times be acting as an independent contractor. This contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor personnel furnishing services to the County under this Contract are

employees solely of the Contractor and not of the County for all purposes including but not limited to workers' compensation liability. The Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Contractor personnel for injuries arising from or connected with services performed under this Contract.

§ 302. Limitations. As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements or contracts.

§ 400. CONTRACT ADMINISTRATION.

The County Project Director shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein and within the authority granted DCSS by the Board of Supervisors.

§ 500. PROVISION OF SERVICES.

§ 501. Services. The Contractor shall perform all services under the terms of this Contract in accordance with the Statement of Work, attached to the Contract as Exhibit B and incorporated herein by this reference, at a level of performance as determined by the County.

§ 502. Non-Authorized Participants. The Contractor agrees that all costs incurred which are related to a participant who does not qualify under the eligibility requirements of the [WIA] shall be the sole responsibility of the Contractor.

§ 600. COMPENSATION AND METHOD OF PAYMENT.

To be determined by Program. Request for Cash and Rapid Response Vendor Invoice.

Method Of Compensation. Payments shall be made only after receipt, review, and approval of invoices by the County Project Director, or his designee. Invoices and any necessary supporting documentation as required by the County Project Director or his designee shall be submitted to Community and Senior Services no later than 5th day of the calendar day of the month.

Request for Cash. Payment will be made utilizing the "Request for Cash" form and County Invoice, not to exceed amounts allocated by each cost category in the contract exhibit(s) and in accordance with the method(s) described in the contract recitals upon meeting all requirements in this Contract. The amount of any and all payments shall be approved by the County Project Director. The County reserves the right to withhold any payments necessary to cover a claim which the County may have against the Contractor.

Fixed Fee Charges. A contract format may combine cost reimbursement and fixed fee charges so long as no reimbursable cost duplicates any expenses included in a fixed fee. The Contractor shall be responsible for ensuring against such duplication and for clearly segregating each type of cost.

Monthly Payment. Contractor shall bill County monthly. Each bill shall clearly reflect Contractor's total costs shall provide reasonable detail of the services

provided and for which claim is made. Billings shall be made and forwarded to County within 5th day of each month. Upon receipt of each billing, County shall, in a manner consistent with County's normal accounts payable practices and procedures, pay Contractor.

Discrepancies in Payments. If the post-contract audit report, and/or post-contract audit by the State, County and/or federal government finds that Contractor's actual aggregate costs hereunder less Contractor's actual cost share hereof are lower than the payments made to Contractor by County, and/or if contractor has not provided Contractor's cost share hereof and/or if any payments made to Contractor by County are for costs which are not reimbursable in accordance with the applicable Federal and State regulations and directives relating thereto, then the difference shall forthwith be repaid by Contractor to County by cash payment. If any such post-contract audit or monitoring, which has the concurrence of County, finds that Contractor's actual reimbursement cost hereunder less Contractor's actual cost share hereto are higher than the payments made to Contractor by County, then the difference shall be paid by County to Contractor provided that Count's maximum obligation hereunder is not thereby exceeded, and claim is made prior to the Annual Cost Report at the close of the fiscal year.

State/County Funding. Contractor recognizes that all funding for services to be provided by Contractor pursuant to this Agreement is subject to the terms and conditions contained in this year's agreement between State and County. County and Contractor therefore agree that the terms and conditions of the aforementioned agreement between County and State are binding upon Contractor to the extent such terms and conditions incorporated herein are applicable to Contractor's performance of this Agreement.

§ 700. FISCAL ACCOUNTABILITY.

§ 701. Fiscal Policies/Procedures. Contractor shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 - Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations.

§ 702. Accounting. The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. The Contractor should maintain their accounting system on an accrual basis of accounting.

§ 703. Commingling of Funds. Funds disbursed pursuant to this contract shall be used exclusively for services funded under this contract and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

§ 704. Allegations Of Fraud And/Or Abuse. In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate [WIA] provisions and regulations), the County reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Project Director that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

§ 705. Disallowed Costs. If the Contractor fails to return unexpended funds or funds spent for disallowed costs related to any CSS contract it has with the County, County withhold payment(s) to be made to Contractor under this contract

§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION.

§ 801. Audit Rights. The Contractor shall establish and maintain a financial management system, which provides for adequate control of [WIA] funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls. Failure to comply with this section may, in addition to other remedies available to the County, result in withholding of payment to the Contractor or termination or suspension of this Contract in accordance with its terms. Furthermore, final payment to the Contractor shall not be made until Contractor has, in the sole determination of the County, fully complied with all requirements contained in this Section.

(a) The Contractor shall obtain and finance annually (at program year end) an independent audit in compliance with respective OMB Circulars. Audit requirements, including those contained in OMB Circular A-133, shall apply to this Contract as follows:

(1) Contractor shall obtain an independent organization-wide financial and compliance audit (single) of each fiscal year in which funding is received under this Contract.

(2) The audits required by this Section shall be submitted within one (1) month after completion but in no event later than nine (9) months after the end of the auditee's fiscal year.

(3) To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, Contractor shall also present with the audit a detailed corrective action plan which shall be implemented prior to final payment due the Contractor for any given fiscal year. Said corrective action plan shall be subject to County approval prior to implementation.

(b) The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor facilities and all related [WIA] documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this contract, including the interviewing of the Contractor staff and program participants during normal business hours.

(c) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the Contractor to comply with the requirements of this Section shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this contract.

§ 802. Records. (a) The Contractor shall make any and all **[WIA]**-related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this contract, as may reasonably be requested by the County, available for inspection and audit by any federal, State, or County agency, upon request, for three **[specify record retention period, typically (3) years from the termination date of this contract]**. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

(b) (1) The Contractor shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this contract. The contractor shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County shall require prior written approval by the County.

(2) If the Contractor ceases operations prior to five (5) years from the beginning date of the term of this contract or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence **and** either:

(a) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

(b) Deliver all the documentation to a location designated by the County.

(c) The Contractor agrees to maintain an official contract file which contains at least the signed contract and any modification and/or amendments to the contract.

(d) The Contractor shall record costs incurred in the discharge of the Contract.

§ 803. Reporting. The Contractor shall submit the following reports for the **[Program]** to the County:

(a) **Monthly Invoices Reports:** One (1) original RR Invoice and Request for Cash no later than (5th) day of each month.

(b) The monthly invoices and close-out reports identified in this **§ 803** shall be sent to:

County of Los Angeles
Department of Community and Senior Services
3175 West Sixth Street
Los Angeles, California 90020-1798
Attention: *****

§ 804. Public Records/Confidentiality. (a) Contractor shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.

(b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The Contractor shall not release said information without the County's approval.

§ 805. Public Statements. The Contractor shall indicate in any and all press release(s) or any statement to the public related to the program that it is "Funded by the County of Los Angeles from funds made available under the [WIA] grant received by the County. All public statements must indicate that the Contractor is an Equal Employment Opportunity employer.

§ 806. Joint Funding and Revenue Disclosure Requirement. By its execution of this Contract, Contractor certifies, unless waived by County, that it has previously filed with the CSS a written statement listing all revenue received, or expected to be received, by Contractor from Federal, State, City or County sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue

disclosure statement hereunder. Such statement shall be filed with the CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor which are funded by other sources. If the Contractor is a governmental agency, it shall be exempt from disclosure requirements of this Section, exempt as it pertains to other sources of funding for the [WIA]. All other provisions of this section shall apply. Failure of Contractor to comply with the requirements of this paragraph shall constitute a material breach of contract upon which the County or his designee may cancel, terminate, or suspend this Contract.

§ 900. INDEMNIFICATION AND INSURANCE

§ 901. Indemnification. (a) The Contractor shall indemnify, defend and save harmless the County, its public officials, officers, employees and agents from and against any and all liability or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage, arising out of or connected with Contractor's operations or its services hereunder, or arising from the negligent acts or omissions of the Contractor in the performance of this Contract, including any workers' compensation suits, liability, or expense, arising from or connected with services performance by or on behalf of the Contractor by any person pursuant to this Contract.

(b) The Contractor shall also defend and indemnify the County from any liability arising from the performance of this Contract as a result of an audit of funds received under this Contract due to the negligent acts or omissions of the Contractor in the performance of this Contract.

§902. Insurance. Without limiting the Contractor indemnification of the County, and except as otherwise provided herein, the Contractor shall provide and maintain at its own expense, and require all of its subcontractors to maintain, during the term of this CONTRACT the following program(s) of insurance covering its operations as applicable hereunder in this agreement. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Proof of insurance shall be delivered to DCSS, Employment & Training Contracts Unit, 3175 W. 6th St., Los Angeles, CA 90020-1798 (specifying the Special Programs Manager as DCSS Contractor Administrator and DCSS as the Contract Department on or before the effective date of the contract.) Such evidence shall specifically identify this contract and contain express conditions that the County be given at least 30 days advance written notice of any modification or termination of any program of insurance. Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the County may immediately terminate or suspend this CONTRACT.

All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on the County's program for contributions. Program(s) of insurance shall include:

(1) **General Liability:** A program, including but not limited to comprehensive general liability and independent Contractor coverage, and comprehensive general liability, with a combined single limit of not less than \$1 million per occurrence and \$2 million general aggregate. Such insurance shall name the County as additional insured. Contractor shall be

required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's name/address and the signature/date of the insurance representative.

(2) **Automotive Liability:** A program of insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages and include Contractor and the County's name/address and the signature/date of the insurance representative.

(3) **Workers' Compensation:** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this CONTRACT. In all cases, this insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident and disease for each employee and policy limit.

(d) **Crime Coverage:** A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, other property, as applicable to this agreement, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's name/address and the signature/date of the insurance representative.

(e) **Professional Liability (If applicable):** Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its officers, employees, agents, or professional consultants with a limit of liability of not less than \$1 million per occurrence and \$3 million aggregate. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this CONTRACT.

(f) **Property Coverage (If applicable):** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment: Special form ("all risk") coverage for actual cash value of County-owned or -leased property.

Real Property and All Other Personal Property: Special form ("all risk") coverage for the full replacement value of County-owned or -leased property.

§ 903. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

§ 904. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 905. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Providing evidence of insurance covering the activities of sub-contractors, or

(b) Providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

§ 906. Failure to Procure or Maintain Insurance. Failure on the part of the Contractor to procure or maintain insurance or otherwise satisfy the requirements of this § ___, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Agreement or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may set off the cost of the premiums against any monies due to the Contractor from the County.

§ 907. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of Contractor's financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the Contractor upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.

(b) Contract to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Contract to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor's financial condition, which would have a significant negative effect on the protection, that the self-insurance program provides the County.

(d) Name, address and telephone number of Contractor's legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of Contractor's capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request.
FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

§ 908. Public Entities. (a) To the extent both parties to this Contract are public entities, and this provision is activated in writing by the County in the foregoing Contract, the following provision shall be substituted for **§ 901**, **§ 902** and **§ 903** herein:

In contemplation of the provisions of Section 895.2 of the *Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to an Contract as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Contract to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self insured retention of funds to meet any obligation arising from this Contract.

§1000. NONCOMPLIANCE SANCTIONS/PENALTIES. The CONTRACTOR agrees to comply with the requirements set forth in this contract, and those requirements contained in the

[WIA] and all applicable directives/bulletins issued by or on behalf of the County, State or Federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this contract. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this contract. Those sanctions, which may be applied, will be dependent upon the circumstance(s) of noncompliance.

§ 1001. Contractor's Performance/Reallocation of Funds. Contractors are expected to perform at optimum capacity in meeting contractual commitments. The minimum levels of performance for all service per the "Statement of Work". The performance of Contractor will be reevaluated as of the end of **[to be determined by Program]** of each fiscal year.

§ 1100. TERMINATION/SUSPENSION/PROBATION.

§ 1101. Termination for Default. (a) Services performed under this contract may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if:

- (1) The Contractor fails to perform the Services within the time specified in this contract or any extension approved by the County,
- (2) The Contractor fails to perform any other covenant or condition of this contract.
- (3) The Contractor fails to make progress so as to endanger its performance under this contract.

(b) The Contractor shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through its Project Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for Contractor Default, the County, in its sole direction, may procure replacement services and the Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the Contractor was not in Default under the provisions of this contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 1102 (Termination for Convenience).

§ 1102. Termination for Convenience. (a) Services performed under this contract may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the Contractor a written Termination Notice which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the county, the Contractor shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the Contractor fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the Contractor. After the County makes this determination, it shall pay that amount to the Contractor. The County's determination shall be final.

§ 1103.Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this contract extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of §1102 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 1104.Termination for Insolvency. In addition to other provisions provided herein, the County may terminate this contract for Default, as provided in **§1101**, in any of the following events:

- (a) The Contractor becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.
- (b) The Contractor files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.
- (c) A Receiver or Trustee is appointed for the Contractor, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.
- (d) The Contractor executes an assignment for the benefit of creditors.

§ 1105.Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in **§ 211** shall constitute a default by Contractor under this contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney and/or Department of Child Support Services shall be grounds upon which the Customer may terminate this Contract.

§ 1106.Termination for Improper Consideration. (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or the making of any determinations with respect to the Contractor performance pursuant to the contract. In the event of such termination, the County shall be entitled to pursue the

same remedies against the Contractor as it could pursue in the event of default by the Contractor.

(b) The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the Project Director, the County manager charged with the supervision of the employee or to the county Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 1107. Suspension of Contract. The County may, by giving notice, suspend all or part of the program operations for [insert number] days for Contractor failure to comply with the terms and conditions of this contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the only conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the contract.

§ 1108. Probation. (a) The County Project Director may place the Contractor on probationary status when it is determined by the County Project Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with County sanction policy guidelines.

(b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The Contractor's Corrective Action Plan (CAP) must be approved by the County Project Director. The County reserves the right to terminate contract(s) of any contractor on probationary status if the contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

§ 1109. Contractor Responsibility and Debarment. (a) A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(b) The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

(c) The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which

negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(d) If there is any evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment hearing and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(e) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

(f) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(g) These terms shall also apply to any subcontractors or independent consultants of County Contractors.

§ 1110. Prohibition Against Delegation and Assignment. (a) Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Section, such County consent shall be granted in the County's sole discretion and shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to the County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by the County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off, recoupment, or other reduction for any claims which the county may have against the contractor, whether under this Agreement or otherwise.

(b) Shareholders or partners, or both, of the Contractor may sell, exchange, assign, divest or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer, including, without limitation, any merger, reverse merger or other corporate reorganization of the contractor, is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by the County's Board of Supervisors shall be required. Any payments by the County to the Contractor on any claim under this Agreement shall not waive or constitute

such County consent. Consent to any such sale, exchange, assignment, divestment or other transfer shall be refused only if the County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and/or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

§ 1200. GENERAL PROVISIONS.

§ 1201. Contract Modifications/Amendments. (a) This contract fully expresses the contract of the parties. Any modification or amendment of the terms or conditions of this contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this contract in any way.

County may make a unilateral modification to this contract at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this contract accordingly.

§ 1202. Assignments. No part of this Contract or any right or obligation arising from it shall be assigned without the written consent of the County. Any attempt by the Contractor to assign this Contract shall be void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of Section 1101 (Termination for Default).

§ 1203. Subcontracting. (a) No performance of this contract or any portion thereof shall be subcontracted by the Contractor without the prior written consent of the County Project Director. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this contract upon which the County may immediately terminate this Contract in accordance with the provisions of **§ 1101** (Termination for Default).

(b) Contractor request to the County Project Director for approval to enter into a subcontract shall include:

- (1) A description of the services to be provided by the subcontractor.
- (2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.
- (3) Any other information or certification requested by the County Project Director.

(c) In the event the County Project Director consents to subcontracting, all applicable provisions and requirements of this contract shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this contract.

(e) The Contractor agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The Contractor shall not assign or subcontract any part or all of its interest in this contract without written approval from the County Project Director.

(h) All applicable provisions and requirements of this contract shall apply to any subcontracts or agreements. The Contractor agrees that the Contractor shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

§ 1204. Repayment. The Contractor agrees to be bound by applicable County and/or [WIA] disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this contract or applicable [WIA] provisions or implementing rules and regulations.

§ 1205. Payment Contingency. Payments by County during the contract period are conditioned by:

(a) The availability of said [WIA] funds, and.

(b) The Contractor meeting performance goals set forth in Exhibit B, Statement of Work. Satisfaction of these conditions shall be determined by the County Project Director.

§ 1207. Notices. (a) The appropriate County representative, as set forth in Section 5 of the foregoing contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this contract.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 1208. Waivers. (a) Waivers of the provisions of this contract shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach of that provision or of any other provision of this contract.

§ 1209. Prohibition of Fees. Contractor shall not charge clients fees and/or membership fees for any services funded under this contract.

§ 1210. Validity. The invalidity of any provision of this contract shall not void or affect the validity of any other provision.

§ 1211. Disputes. The Contractor agrees to attempt to resolve disputes arising from this contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this contract shall be settled in accordance with County grievance procedures. Contractor shall submit to the County within thirty (30) days of execution of this contract, a grievance procedure, in accordance with applicable [WIA] regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedure. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County's [WIA] participant grievance procedures. The Contractor shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the County [WIA] level. The grievance procedure shall be as follows:

- (a) Contractor shall request a meeting with the County Project Director or his designee within thirty (30) days from the date of notice of disallowed costs. If the Contractor fails to take this action, the costs become automatically disallowed.
- (b) If agreement cannot be reached with the Contractor regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the County Project Director shall make a final determination.
- (c) Final determination by the County Project Director shall be made within 72 days from the date of notice of disallowed costs. Contractor shall assure continued performance of this contract during any disputes.

§ 1212. Entire Contract. (a) This Exhibit A to the contract consisting of 25 pages together with the foregoing contract and other exhibits thereto constitutes the entire, full, complete and exclusive statement of understanding between the parties, which supersedes all previous written or oral agreements and all prior communications between the parties relating to the subject matter of this contract.

- (b) Contractor warrants that it has received a copy of this Exhibit A to this contract and upon execution of this contract, it shall be Contractor's responsibility to retain on file, and to abide by the entire contract.

§ 1213. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 1214. Safely Surrendered Baby Law. Notice to Employees Regarding Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit (__) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

§ 1215. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places a high priority on the implementation of the safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

**County of Los Angeles
Workforce Investment Act
Recommended Vendors for Rapid Response
FY 2003-2004**

1. Antelope Valley College
2. Career Partners
3. Human Resources Marketing Services/dba HRMS
4. Jewish Vocational Services
5. Lee Hecht Harrison, Inc.
6. Affiliated Computer Services (formerly Lockheed Martin IMS)
7. Midas Consulting Group
8. Necessary Re-building (NRB)
9. ProPath, Inc.
10. Rudolph Dew and Associates, Inc.
11. San Gabriel Valley Economic Partnership
12. Southeast Area Social Services Funding Authority (SASSFA)
13. SER – Jobs for Progress, Inc.
14. The Duncan Group
15. The Training Institute
16. The Transition Group Consultants (TTG)
17. Tomkinson & Associates, Inc.
18. Workplace Solutions